



UNODC

United Nations Office on Drugs and Crime

REQUEST FOR QUOTATION (RFQ) (Goods)

NAME & ADDRESS OF FIRM	DATE: February 12, 2015
	REFERENCE: RFQ/ SP-1/Feb/007

Dear Sir / Madam:

We kindly request you to submit your quotation for **Night Vision Goggles**, as detailed in Annex 1 of this RFQ. When preparing your quotation, please be guided by the form attached hereto as Annex 3.

Quotations may be submitted on or before February 27, 2015 and via **courier mail to the address below**
: (Late reply and quotation by hand will be rejected)

**United Nations Office on Drugs & Crimes
Country Office Pakistan
United Nations Office on Drugs and Crime
Plot 5-11, G 5, Diplomatic Enclave
Islamabad, 44000 Pakistan
Bid Opening Panel: Night Vision Goggles (NVG's)
PABX:+92- 51-260-1462 (Ext: 123) Fax: +92-51-260-1469 Email: procurement.pk@unodc.org**

It shall remain your responsibility to ensure that your quotation will reach the address above on or before the deadline. Quotations that are received by UNODC after the deadline indicated above, for whatever reason, shall not be considered for evaluation.



UNODC

United Nations Office on Drugs and Crime

Please take note of the following requirements and conditions pertaining to the supply of the abovementioned good

Delivery Locations	Islamabad
UNODC Preferred Freight Forwarder, if any	N/A
Distribution of shipping documents (<i>if using freight forwarder</i>)	N/A
Mode of Transport	LAND
Preferred Currency of Quotation ¹	Pak Rupees (PKR)
Value Added Tax on Price Quotation	<input type="checkbox"/> Must be exclusive of VAT and other applicable indirect taxes
Deadline for the Submission of Quotation	COB, Friday, February 27, 2015
All documentations, including catalogs, instructions and operating manuals, shall be in this language	<input type="checkbox"/> English
Documents to be submitted ²	<ul style="list-style-type: none">• Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;• A statement whether any import or export licenses are required in respect of the goods to be purchased including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;• Confirmation that licenses of this nature have been obtained in the past and an expectation of obtaining all the necessary licenses should the quotation be selected;• Quality Certificates (ISO, etc.);• Latest Business Registration Certificate ;• Latest Internal Revenue Certificate / Tax Clearance;• Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List;• Company Bank statement for past 3 months• Clint List with contact details of similar nature of work
Period of Validity of Quotes starting the Submission Date	<input type="checkbox"/> 90 days In exceptional circumstances, UNODC may request the Vendor to

¹ Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UNODC preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UNODC's issuance of Purchase Order.

² First 2 items in this list are mandatory for the supply of imported goods



UNODC

United Nations Office on Drugs and Crime

	extend the validity of the Quotation beyond what has been initially indicated in this RFQ. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Quotation.
Partial Quotes	<input type="checkbox"/> Permitted
Payment Terms	<input type="checkbox"/> 100% upon complete services
Liquidated Damages	If the Supplier fails to supply the specified goods/services within the time period(s) stipulated by the purchase order, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Purchase Order price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods Purchase Order price. Once the maximum is reached ,the Purchaser may consider termination of the Purchase Order
Evaluation Criteria	<ul style="list-style-type: none">• 5 Years of experience for similar nature of work client list with contact details• Authorized dealership certificate• Proof of after sale services• Best Delivery Time
UNODC will award to:	One supplier for each item. Or all to one supplier if his offer is responsive.
Special conditions of Contract	Cancellation of PO/Contract if the delivery/completion is delayed by 60 days
Conditions for Release of Payment	Passing Inspection Complete Installation <input type="checkbox"/> Passing all Testing <input type="checkbox"/> Completion of Training on Operation and Maintenance <input type="checkbox"/> Written Acceptance of Goods based on full compliance with RFQ requirements <input type="checkbox"/> Others [pls. specify]
Annexes to this RFQ ³	<input type="checkbox"/> Details of Goods (Annex 1) <input type="checkbox"/> Financial Proposal (Annex 2) <input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3). Non-acceptance of the terms of the General Terms and Conditions (GTC) shall be grounds for disqualification from this procurement process.

³ Where the information is available in the web, a URL for the information may simply be provided.



Contact Person for Inquiries (Written inquiries only) ⁴	<p><i>Procurement Officer</i> <i>Procurement.pk@unodc.org</i></p> <p>Any delay in UNODC response shall be not used as a reason for extending the deadline for submission, unless UNODC determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
---	---

Goods offered shall be reviewed based on completeness and compliance of the quotation with the minimum specifications described above and any other annexes providing details of UNODC requirements.

The quotation that complies with all of the specifications, requirements and offers the lowest price, as well as all other evaluation criteria indicated, shall be selected. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price (obtained by multiplying the unit price and quantity) shall be re-computed by UNODC. The unit price shall prevail and the total price shall be corrected. If the supplier does not accept the final price based on UNODC's re-computation and correction of errors, its quotation will be rejected.

After UNODC has identified the lowest price offer, UNODC reserves the right to award the contract based only on the prices of the goods in the event that the transportation cost (freight and insurance) is found to be higher than UNODC's own estimated cost if sourced from its own freight forwarder and insurance provider.

At any time during the validity of the quotation, no price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNODC after it has received the quotation. At the time of award of Contract or Purchase Order, UNODC reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Purchase Order that will be issued as a result of this RFQ shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a quotation implies that the vendor accepts without question the General Terms and Conditions of UNODC herein attached as Annex 3.

UNODC is not bound to accept any quotation, nor award a contract/Purchase Order, nor be responsible for any costs associated with a Supplier's preparation and submission of a quotation, regardless of the outcome or the manner of conducting the selection process.

Please be advised that UNODC's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a purchase order or contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed

⁴This contact person and address is officially designated by UNODC. If inquiries are sent to other person/s or address/es, even if they are UNODC staff, UNODC shall have no obligation to respond nor can UNODC confirm that the query was received.



UNODC

United Nations Office on Drugs and Crime

information about vendor protest procedures in the following link:
<http://www.UNODC.org/procurement/protest.shtml>.

UNODC encourages every prospective Vendor to avoid and prevent conflicts of interest, by disclosing to UNODC if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this RFQ.

UNODC implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UNODC, as well as third parties involved in UNODC activities. UNODC expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link :http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your quotation

Sincerely yours,

Procurement Officer

February 12, 2015



Annex 1

SCHEDULE OF REQUIREMENTS

S. No	Item Description	Technical Specifications	Quantity
Night Vision Goggles			
1	Night Vision Goggles	<p>Image tube: Gen 3 or Gen 3+</p> <p>Resolution: 55-72 lp/mm or maximum</p> <p>Magnification: 1 x standard</p> <p>Lens system: F 1.2, 27mm</p> <p>Field of view : 40 degrees</p> <p>Range of focus: 0.25 metres– infinity</p> <p>Diopter adjustment: -5 to +5</p> <p>Automatic brightness control</p> <p>Automatic shut off system</p> <p>Infrared illuminator</p> <p>IR indicator</p> <p>Low battery indicator</p> <p>Battery life: atleast 50 hours</p> <p>Water proof</p> <p>Operating Temperature -25 to + 50 degrees (celsius)</p> <p>Head or helmet mountable for hands free usage</p> <p>Compact and light weight</p> <p>Inclusive of adapter and batteries</p> <p>Built in infrared illuminators and flood lens</p> <p>User Manual</p> <p>Camera Video Adapter</p> <p>At least one year warranty</p>	12

Annex 2

Financial Proposal

S.No	Item	Qty	Unit Price	Total
1	<i>Night Vision Goggles with accessories</i>	12		
Delivery Time : _____				



Annex 3

General Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind UNODC unless agreed to in writing by a duly authorized official of UNODC.

2. PAYMENT

- 2.1 UNODC shall, on fulfillment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.
- 2.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.
- 2.3 Unless authorized by UNODC, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.
- 2.4 The prices shown in this Purchase Order may not be increased except by express written agreement of UNODC.

3. TAX EXEMPTION

- 3.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for utilities services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNODC's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNODC to determine a mutually acceptable procedure.
- 3.2 Accordingly, the Supplier authorizes UNODC to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNODC before the payment thereof and UNODC has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNODC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

4. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with Incoterms 2010, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

5. EXPORT LICENCES



UNODC

United Nations Office on Drugs and Crime

Notwithstanding any INCOTERM 2010 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

6. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNODC, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

7.1 UNODC shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.

7.2 Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by UNODC of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold UNODC and the United Nations harmless from any actions or claims brought against UNODC or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF UNODC

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNODC may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- 9.1 Procure all or part of the goods from other sources, in which event UNODC may hold the Supplier responsible for any excess cost occasioned thereby.
- 9.2 Refuse to accept delivery of all or part of the goods.
- 9.3 Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of UNODC.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with UNODC to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by UNODC.

11. ASSIGNMENT AND INSOLVENCY



- 11.1. The Supplier shall not, except after obtaining the written consent of UNODC, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNODC may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12. USE OF UNODC OR UNITED NATIONS NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of UNODC or the United Nations for any purpose.

13. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to UNODC without specific permission of UNODC in each instance.

14. CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle UNODC to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNODC.

15. MINES

The Supplier represents and warrants that neither it nor any of its affiliates is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

Any breach of this representation and warranty shall entitle UNODC to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of UNODC.

16. SETTLEMENT OF DISPUTES

16.1 Amicable Settlement. The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Purchase Order or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties.

16.2 Arbitration. Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Purchase Order or the breach, termination or invalidity is settled amicably



under the preceding paragraph of this Section within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or related to these General Terms and Conditions or this Purchase Order shall be deemed a waiver of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. SEXUAL EXPLOITATION:

- 18.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitative or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNODC to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 18.2 UNODC shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

19.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNODC or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

20. AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNODC, only the UNODC Authorized Official possess the authority to agree on behalf of UNODC to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNODC unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNODC Authorized Official.